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every precaution to procure a vehicle reasonably sufficient for the journey it is to assist in performing, and *Brenner v. Williams* (1 C. & P. 414), seems to shew that the duty is to supply a vehicle not only reasonably fit, but absolutely fit. In the present case the plaintiff, a passenger in a motor omnibus, sustained injuries by reason of an omnibus skidding and running into an electric light standard. The jury found that the defendants were negligent in allowing their motor omnibus to run when the road was in a slippery state, such vehicle being liable to become uncontrollable through skidding, and the court held that under such circumstances the plaintiff was entitled to succeed in the absence of proof by the defendants that when the passenger entered the omnibus she was aware that such vehicles had a tendency to skid and voluntarily accepted the risk. This last point is somewhat important for passengers, but it appears from the judgment of Mr. Justice Walton that it must be shewn that the passenger knows that motor omnibuses will skid, notwithstanding every precaution and everything that can be done.—*Law Times*.

Insurance (Marine)—“Pirates,” Meaning of in Policy—Seizure of Goods by Political Malcontents.—*Bolivia v. Indemnity Mutual Marine Assurance Co.* (1909) 1 K. B. 785. This was an action on a policy of marine insurance on goods. The goods were shipped on a vessel for carriage from a place at the mouth of the Amazon to a place far inland upon a tributary of a tributary of that river, at a place in Bolivia on the boundary between that country and Brazil. Among the risks insured against was “piracy” and “all other perils,” but the policy contained the following clause:—“Warranted free of capture, seizure and detention and the consequences thereof, or any attempt thereat, piracy excepted, and also from the consequences of risks, civil commotions, hostilities or warlike operations, whether before or after declaration of war.” At the place of delivery certain malcontents, mostly Brazilians, were desirous that the authority of Bolivia should not be established in the territory and had fitted out armed vessels which ascended the Amazon for the purpose of resisting the Bolivian troops and establishing a republic. The goods in question were intended for the Bolivian Government and were seized by the ships of the malcontents. On the part of the plaintiff it was contended that this was an act of “piracy” and therefore within the losses insured against, and, if not, it would be included under the words “all other perils” according to the *ejusdem generis* rule of construction. Pickford J., who tried the action, held that even if the seizure of the goods came within the legal definition of piracy for some purposes, the word “pirates” in the policy must nevertheless be construed according to its popular sense, and that in that sense it meant persons who plunder indiscriminately for private gain, and not persons who are operating against the property of a particular state

for political purposes, and therefore he held the loss was not covered by the policy. The Court of Appeal (Williams, Farwell and Kennedy, L. JJ.) affirmed his decision that the act in question was not piracy but rather came within the term of civil commotions which were expressly excepted, and they also held that the ejusdem generis rule could not be invoked so as to bring within the losses insured against any of those which by the terms of the policy were expressly excepted.—Canada Law Journal.

Constitutional Law—Legislature Staying All Actions Forever—Jurisdiction of Provincial Legislatures.—An interesting example of the contrast between legislative power unlimited and the same limited by a written constitution, is found in *Smith v. City of London*, High Court of Justice, Province of Ontario.

A by-law was submitted to the ratepayers of the city of London, which was duly passed by their vote Jan. 1, 1907. Under this by-law, so approved by the ratepayers, a contract was authorized for the supply of electrical energy by the Hydro-Electric Power Commission of Ontario, at the city limits, ready for distribution, at a certain price per horsepower per annum. Notwithstanding this authority the contract which was entered into between the Commission and the city bound the latter to take from the Commission electric energy at a certain price at Niagara Falls, the place of production, together with the cost of transmission to London and various other charges, all of an uncertain and unascertainable character and amount. This action was brought to declare this contract so entered into invalid as not being the one authorized by the ratepayers, as in fact it was held to be on two occasions (see vol. 44, p. 21 and ante; infra, p. 81).

The defendants in their statement of defence, asserted the validity of the contract claiming that it had been authorized by 7 Edw. VII, c. 19 (1907). The plaintiff replied that this Act was ultra vires. After evidence was taken the judge adjourned the argument to see what the legislature then sitting would do, though this was strongly objected to by counsel for the plaintiff. Shortly afterwards, 9 Edw. VII, c. 19 (1909) was passed. This declared the contract to be valid and binding according to the terms thereof, and was not to be called in question on any ground whatever by any court. Sec. 8 provided that "every action which has been heretofore brought, and is now pending wherein the validity of the said contract or any by-law passed or purporting to have been passed authorizing the execution thereof by any of the corporations hereinbefore mentioned is attacked or called in question, or calling in question the jurisdiction, power or authority of the Commission or of any municipal corporation or of the councils thereof or of any or either of them to exercise any power or to do any of the acts which the said recited Acts authorize to be exercised or done by the Commission or by a municipal corporation